

SERVICE EXHIBIT 2- QWEST PLATFORM PLUS™ SERVICE – OMAHA FORBEARANCE ORDER

General

WHEREAS both CLEC and Qwest acknowledge that the Federal Communications Commission ("FCC") promulgated new rules and regulations pertaining to, among other things, the availability of Unbundled Network Element ("UNE") Loops pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its *Report and Order-Petition of Qwest Corporation for Forbearance Pursuant to 47 U.S.C. § 160(c) in the Omaha Metropolitan Statistical Area*, FCC 05-170, WC Docket No. 04-223, (effective September 16, 2005) ("OFO"); and

WHEREAS the Loop element of Qwest Platform Plus™ (QPP™) service was previously and ubiquitously provided pursuant to the rates, terms and conditions of CLEC's Interconnection Agreement ("ICA"); and

WHEREAS the parties have contemporaneously entered into an ICA Amendment which removed terms, conditions, and rates for Loop elements in the nine identified Omaha Nebraska Wire Centers; and

WHEREAS CLEC desires to install new and/or retain existing (QPP™) services purchased under the terms, conditions, and rates of this Master Services Agreement ("MSA"), and

WHEREAS Qwest elects to continue offering QPP™ services, including the Loop element, technically and functionally equivalent to the QPP™ services that were previously available in these certain Wire Centers; and

WHEREAS Qwest and CLEC agree that all terms, conditions, and rates of this MSA and Exhibits continue to govern purchases of QPP™ services except as specifically provided herein;

Now, therefore, in consideration of the terms and conditions contained herein, CLEC and Qwest hereby mutually agree as follows:

1.0 Scope

This Service Exhibit applies only to QPP™ services purchased in the following nine Omaha Nebraska Wire Centers: Omaha Douglas, Omaha Izard Street, Omaha 90th Street, Omaha Fort Street, Omaha Fowler Street, Omaha O Street, Omaha 78th Street, Omaha 135th Street, and Omaha 156th Street.

2.0 Combination of QPP™ Network Elements

In the above listed Nebraska Wire Centers, the DS0 Loop element of QPP™ shall be provided by Qwest under this Amendment and in combination with the Local Switching and Shared Transport elements.

2.1 A 2-wire loop will be combined with the following QPP™ service types: QPP™ Business; QPP™ Centrex (including Centrex 21, and Centrex Plus), QPP™ ISDN BRI; QPP™ PAL; QPP™ PBX Analog non-DID and 1-Way DID Trunks, and; QPP™ Residential.

2.2 A 4 wire loop will be combined with the following QPP™ service type: QPP™ PBX Analog 2-Way DID Trunks.

3.0 Rates and Charges

3.1 All Loop rates and charges are provided in the Exhibit A Rate Sheet.

3.2 The Loop rate stability adjustment remedies provided in the QPP™ MSA Exhibit 1 do not apply to this Service Exhibit.

Qwest Platform Plus™ (QPP™) Exhibit A Rate Page - Omaha Forbearance Order

| | | USOC | Recurring | Non-Recurring | Notes |
|---------|---|------|-----------|---------------|-------|
| 109.2 | Loops Purchased As Part of QPP™ in the following nine Omaha Nebraska Wire Centers: Omaha Douglas, Omaha Icard Street, Omaha 90th Street, Omaha Fort Street, Omaha Fowler Street, Omaha O Street, Omaha 78th Street, Omaha 135th Street, and Omaha 156th Street. | | | | |
| 109.2.1 | 2-Wire Voice Grade Loops Purchased As Part of QPP™ | | \$12.14 | | |
| 109.2.2 | Basic Rate ISDN Loop | | \$12.14 | | |
| 109.2.3 | 4-Wire Voice Grade Loops Purchased As Part of QPP™ | | \$23.83 | | |

EXHIBIT C



June 13, 2007

Larry Christensen
Qwest
Director – Interconnection Agreements
1801 California Street, Room 2430
Denver, CO 80202

Delivered via USPS and electronic mail

Re: Omaha Forbearance Order ICA Amendment

Dear Mr. Christensen:

This responds to Qwest's letter demanding that McLeodUSA execute the Omaha Forbearance Order template ICA amendment prepared by Qwest. There are a few issues that McLeodUSA seeks to have clarified before signing the amendment. One of the clarifications concerns the "applicable non-recurring charges" language contained in the amendment. I would expect that since McLeodUSA and Qwest recently reached a settlement on the applicable non-recurring charges that apply in the TRRO context that the parties would agree to apply the same conversion NRCs in the COs affected by the OFO. The conversion work is identical, and therefore, it makes sense to have the same NRC apply.

In addition, McLeodUSA also hereby renews its request for Qwest to provide a price list for the affected network elements in the nine COs based on Qwest's Section 271 obligation to provide just and reasonable prices for these network elements. The FCC rejected Qwest's request to forbear from applying this obligation in the nine affected COs. As you know, several state utility commissions have begun proceedings to set 271 pricing. Indeed, at least two state Commissions have used TELRIC pricing as an interim price until such time as the Section 271 price is established. McLeodUSA is willing to consider any reasonable starting point for the negotiation of 271 pricing.

Mr. Larry Christensen

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If the NRC issue can be clarified, McLeodUSA will promptly execute the OFO amendment. Please contact Julia Redman-Carter at your earliest convenience to advise of Qwest's position.

Sincerely,

A handwritten signature in black ink, appearing to read "William A. Haas".

William A. Haas

Vice President and Deputy General Counsel

Cc: Sherry Krewett
Julia Redman-Carter
Phil Macres, Bingham

EXHIBIT D

From: Christensen, Larry
Sent: Wednesday, June 20, 2007 9:28 AM
To: 'jredman-carter@mcleodusa.com'
Cc: Salverda, Kathleen
Subject: Omaha Forbearance Order Amendment

The email is in response to the June 13 letter from Bill Haas concerning issues over the Omaha Forbearance Order amendment.

Qwest agrees with McLeod that the transition rate will be \$25 per circuit if McLeod executes the Wire Center Settlement agreement and the associated amendments. Qwest desires that all the amendments be completed as a package. We will add language to the OFO as attached to clarify the rate. It is language similar to the language McLeod has agreed to as part of the settlement amendment but excludes some language that I don't think applies to NE. If you wish to propose a modification to the proposed addition, please forward to Kathy and me.

With respect to the alternative pricing of services that Qwest offers as alternatives to the UNEs that require trantisioning, Qwest sales representatives have had discussions with McLeod personel and are meeting again with them this week. One comment I received from our sales people is that Connie Sindle of McLeod did not wish to execute a Regional Committment Plan (RCP) contract, which provides discounts on DS1 services, until your access service to UNE project was completed.

**Omaha Forbearance Order
Amendment
to the Interconnection Agreement between
Qwest Corporation and
COMPANY
for the State of
Nebraska**

This is an Amendment ("Amendment") to incorporate the determinations of the FCC Omaha Forbearance Order into the Interconnection Agreement between Qwest Corporation ("Qwest"), formerly known as U S WEST Communications, Inc., a Colorado corporation, and COMPANY ("CLEC"). CLEC and Qwest shall be known jointly as the "Parties".

RECITALS.

WHEREAS, CLEC and Qwest entered into an Interconnection Agreement (such Interconnection Agreement, as amended to date, being referred to herein as the "Agreement") for services in the state of Nebraska which was approved by the Nebraska Commission ("Commission"); and

WHEREAS, the Federal Communications Commission ("FCC") promulgated new rules and regulations pertaining to, among other things, the availability of unbundled network elements ("UNEs") pursuant to Section 251(c)(3) of the Telecommunications Act of 1996 (the "Act") in its *Memorandum Opinion and Order on the Petition of Qwest Corporation for Forbearance Pursuant to 47 U.S.C. § 160(c) in the Omaha Metropolitan Statistical Area*, FCC 05-170, WC Docket No. 04-223, (effective September 16, 2005) ("OFO"); and

WHEREAS, the OFO, materially modifies Qwest's obligations under the Act with respect to, among other things, Qwest's requirement to offer certain UNEs in certain wire centers in Omaha, Nebraska; and

WHEREAS, the Parties wish to amend the Agreement to comply with this Decision hereby agree to do so under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. Amendment Terms.

To the extent applicable, the Agreement is hereby amended by changing or adding terms and conditions for certain UNEs as set forth in Attachment 1 to this Amendment, attached hereto and incorporated herein by this reference.

II. Limitations.

Nothing in this Amendment shall be deemed an admission by Qwest or CLEC concerning the interpretation or effect of the OFO, nor rules, regulations, interpretations, and appeals thereof, including but not limited to state rules, regulations, and laws as they may be issued or promulgated regarding the same. Nothing in this Amendment shall preclude or estop Qwest or CLEC from taking any position in any forum concerning the proper interpretation or effect of OFO or concerning whether the OFO should be changed, vacated, dismissed, stayed or modified.

III. Conflicts.

In the event of a conflict between this Amendment and the terms and conditions of the Agreement, this Amendment shall control, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement shall not be interpreted as, or deemed a grounds for finding, a conflict for purposes of this Section III.

IV. Scope.

This Amendment shall amend, modify and revise the Agreement only to the extent the UNEs listed in Attachment 1 are included in the Agreement and, except to the extent set forth in Section I and Section II of this Amendment, the terms and provisions of the Agreement shall remain in full force and effect after the execution date.

V. Effective Date.

This Amendment shall be deemed effective upon approval by the Commission, except where the change of law provision in CLEC's Interconnection Agreement specifies a different effective date. The Parties agree to implement the provisions of this Amendment upon execution ("execution date").

VI. Further Amendments.

The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

VII. Entire Agreement.

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

COMPANY

Qwest Corporation

Signature

Signature

Name Printed/Typed

L.T. Christensen

Name Printed/Typed

Title

Director- Interconnection Agreements

Title

Date

Date

1.0 Unbundled Network Element (UNE) Forbearance

1.1 Pursuant to the Omaha Forbearance Order (OFO), Qwest is no longer required to, and will not provide UNE access according to section 251(c)(3) of the Telecommunications Act of 1996 in the nine Wire Centers located in Omaha, Nebraska as set forth in Section 1.2 below. The following UNEs are impacted: DS0 loops including FTTH-FTTC, DS1 and DS3 loops, including Sub-loops and Network Interface Devices, and dedicated transport network elements, including dark fiber.

1.2 As of the Execution Date of this Amendment CLEC shall not order, and Qwest will not provide, access to UNEs identified in Section 1.1 pursuant to Section 251 of the Act in the following Wire Centers: Omaha Douglas, Omaha Icard Street, Omaha 90th Street, Omaha Fort Street, Omaha Fowler Street, Omaha O Street, Omaha 78th Street, Omaha 135th Street, and Omaha 156th Street ("Forbearance Wire Centers"). Qwest shall provide unbundled DS1 transport if a Wire Center at either end of a requested Route is not a Tier 1 or Forbearance Wire Center, or if neither Wire Center is a Tier 1 or Forbearance Wire Center. Qwest shall provide unbundled DS3 or dark fiber transport if a Wire Center on either end of a requested Route is a Tier 3 Wire Center that is not a Forbearance Wire Center.

1.3 Conversion

1.3.1 Conversion period for embedded base of DS0, DS1 and DS3 Unbundled Loops. CLEC will convert its DS0, DS1, and DS3 Unbundled Loops (embedded customer base) where the loop is provided in the Forbearance Wire Centers, to an alternative arrangement within ninety (90) calendar days after the execution date of this Amendment. CLEC will pay all applicable nonrecurring charges associated with each conversion.

1.3.2 Conversion period for DS0, DS1 and DS3 UDITs. CLEC will convert any UDIT facilities, where those facilities are not in compliance with Section 1.2, within ninety (90) calendar days after the execution date of this Amendment. CLEC will pay all applicable nonrecurring charges associated with each conversion.

1.3.3 Enhanced Extended Loop (EEL) -- The terms and conditions of Section 1.3.1 and 1.3.2 shall apply.

1.3.4 Conversion period for dark fiber (UDF). CLEC will convert its UDF, where the UDF is not in compliance with Section 1.2, to an alternate arrangement within one hundred eighty (180) calendar days after the execution date of this Amendment. CLEC will pay all applicable nonrecurring charges associated with any alternative arrangement. Qwest account representatives will work with CLEC on a plan to identify impacted UDF and to convert any existing UDF facilities to other alternative Qwest products or services, if CLEC so desires.

1.3.5 For high capacity loops and high capacity transport UNEs, Qwest will assess an effective net non-recurring charge of \$25 for each facility converted from a UNE to an alternative service arrangement, as shown in

ATTACHMENT 1

Exhibit A to this Amendment. Qwest may assess a non-recurring conversion charge in excess of \$25 so long as Qwest provides a clearly identified lump sum credit within three (3) billing cycles that results in an effective net non-recurring charge of \$25.

1.4 Failure to Convert

1.4.1 DS0 Unbundled Loop If CLEC does not convert any or all of its impacted DS0 Unbundled Loops within the prescribed conversion period, all remaining DS0 Unbundled Loops will be billed at a premium rate equal to the rate of the Commercial DS0 Loop Facility. The billing will be based on the number of working circuits on the last working day of each month and the rate difference will appear as a separate element on the CLEC bill at the summary level.

1.4.2 DS1 and DS3 Unbundled Loop and UDIT If CLEC does not convert any or all of its impacted DS1 and DS3 loop and/or transport circuits within the prescribed conversion period, Qwest will convert the facilities to month to month service arrangements in Qwest's Special Access Tariff.

1.4.3 Dark fiber If CLEC does not convert any or all non-compliant dark fiber to alternative service arrangements, Qwest will, or maintains the right to, begin the disconnection process of CLEC dark fiber.

1.5 Effective Bill Date - Regardless of the effective date of this amendment, the effective billing date for rate changes associated with the embedded base of forbore UNEs is March 17, 2006, the effective date as ordered by the FCC in the Omaha Forbearance Order.

EXHIBIT E

From: Eben, Don M. [mailto:Don.Eben@mcleodusa.com]
Sent: Tuesday, July 24, 2007 2:33 PM
To: Hahn, Patty; Logan, Mike
Cc: Lechtenberg, Todd M.; Spocogee, Tami J.; MacFarland, Christopher W.
Subject: Omaha Offer

Patty/Mike,

Attached is a spreadsheet with detailed rate elements for DS0/1/3 showing the applicable UNE MRC and NRC in columns C and D. Then in columns F and G are the rates that McLeodUSA would like to propose for the services in the offices affected by the Omaha forbearance order. These rates represent a 15% increase over the comparable UNE rates and McLeodUSA feels this is a just and reasonable increase. Please review and let me know Qwest's response.

Thanks,
Don

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| SERVICE TYPE | UNE | | Mcleod Offer | |
|-----------------------------|------------|----------|--------------|----------|
| | MRC | NRC | MRC 15% | NRC |
| DS0 LOOP | | | | |
| DS0 LOOP - ZONE 1 | \$12.14 | \$55.27 | \$13.96 | \$63.56 |
| DS0 LOOP - ZONE 2 | \$28.11 | \$55.27 | \$32.33 | \$63.56 |
| DS0 LOOP - ZONE 3 | \$62.50 | \$55.27 | \$71.88 | \$63.56 |
| CROSS CONNECT | \$0.44 | \$0.00 | \$0.51 | \$0.00 |
| DS0 LOOP COMMERCIAL PRICING | \$15.71 | \$55.27 | \$18.07 | \$63.56 |
| QPP OMAHA FORBEARANCE | \$12.14 | | \$13.96 | |
| DS1 LOOP - ZONE 1 | \$74.88 | \$136.15 | \$86.11 | \$156.57 |
| DS1 LOOP - ZONE 2 | \$78.63 | \$136.15 | \$90.42 | \$156.57 |
| DS1 LOOP - ZONE 3 | \$83.57 | \$136.15 | \$96.11 | \$156.57 |
| CROSS CONNECT | \$1.54 | \$0.00 | \$1.77 | \$0.00 |
| TRANSPORT PER TERM | | | | |
| 0-8 MILES | \$34.12 | \$265.13 | \$39.24 | \$304.90 |
| 8-25 MILES | \$34.95 | \$265.13 | \$40.19 | \$304.90 |
| 25-50 MILES | \$36.80 | \$265.13 | \$42.32 | \$304.90 |
| OVER 50 MILES | \$35.44 | \$265.13 | \$40.76 | \$304.90 |
| TRANSPORT PER MILE | | | | |
| 0-8 MILES | \$3.25 | | \$3.74 | |
| 8-25 MILES | \$3.28 | | \$3.77 | |
| 25-50 MILES | \$1.86 | | \$2.14 | |
| OVER 50 MILES | \$0.79 | | \$0.91 | |
| DS3 LOOP - ZONE 1 | \$791.17 | \$136.15 | \$909.85 | \$156.57 |
| DS3 LOOP - ZONE 2 | \$912.30 | \$136.15 | \$1,049.15 | \$156.57 |
| DS3 LOOP - ZONE 3 | \$1,017.23 | \$136.15 | \$1,169.81 | \$156.57 |
| DS3 CROSS CONNECT | \$15.72 | | \$18.08 | |
| TRANSPORT PER TERM | | | | |
| 0-8 MILES | \$219.44 | \$265.13 | \$252.36 | \$304.90 |
| 8-25 MILES | \$222.65 | \$265.13 | \$256.05 | \$304.90 |
| 25-50 MILES | \$204.76 | \$265.13 | \$235.47 | \$304.90 |
| OVER 50 MILES | \$216.42 | \$265.13 | \$248.88 | \$304.90 |
| TRANSPORT PER MILE | | | | |
| 0-8 MILES | \$54.79 | | \$63.01 | |
| 8-25 MILES | \$17.32 | | \$19.92 | |
| 25-50 MILES | \$21.47 | | \$24.69 | |
| OVER 50 MILES | \$14.86 | | \$17.09 | |

**Before the
Federal Communications Commission
Washington, DC 20554**

| | | |
|-------------------------------------|---|----------------------|
| In the Matter of |) | |
| |) | |
| Petition of Qwest Corporation |) | WC Docket No. 04-223 |
| for Forbearance Pursuant to |) | |
| 47 U.S.C. Section 160(c) in the |) | |
| Omaha Metropolitan Statistical Area |) | |

DECLARATION OF THOMAS COGAN

1. My name is Thomas Cogan. I am employed by Qwest Services Corporation¹ ("QSC") as Manager, Product Management. My business address is 1801 California, 22nd Floor, Denver, CO, 80202. I have been employed by Qwest and its predecessor companies (Northwestern Bell and U S WEST) for over 22 years. My current responsibilities include leading a team that manages local Special Access services including DS1, DS3, SONET, DWDM and Ethernet.
2. The purpose of this declaration is to describe discount plans available to McLeod, and other customers, when purchasing special access in the nine wire centers in Omaha where Qwest Corporation ("Qwest") received forbearance from unbundling requirements. As part of my duties I have assisted in developing such plans.

Details About Qwest's Discount Plans

3. Customers can buy Special Access from Qwest at a month-to-month tariffed rate, a tariffed term discount plan (e.g., 36-month term), a tariffed

¹ Qwest Services Corporation is a subsidiary of Qwest Communications International Inc. that performs support functions, such as business management, for other Qwest entities.

Regional Commitment Program (“RCP”) and, where Qwest has pricing flexibility, through contract tariffs. Generally, term discount plans work particularly well for retail and wholesale customers. A term discount would be available to McLeod in Omaha without entering an RCP. An RCP works quite well for wholesale customers, who value the portability feature, which allows them to add and delete circuits over time.

4. RCP is available for DS1 and DS3 services, providing both term discounts and circuit portability features. “Circuit portability” means that the customers need not contract on a per circuit basis. The customers can add and delete circuits anywhere in Qwest’s 14-state region without incurring Termination Liability, but they must maintain their commitment level. An RCP allows a customer to receive significant price reductions for committing to a minimum quantity of DS1 and/or DS3 circuits (90% of current levels with Qwest) for a 48-month term. The price reductions are taken from the month-to-month rates. Customers have the option of having RCP DS1 and/or DS3 rates stabilized or non-rate-stabilized. “Rate-stabilized” means rates are set at the then current month-to-month rates on the date the RCP becomes effective and customers will not be subject to any rate increases or decreases during the term of the RCP. “Non-rate-stabilized” means customers will be subject to rate increases and decreases if the month-to-month rates change during the term of the RCP.

5. Contract tariffs are available for services in areas where Qwest has pricing flexibility. In most or all cases these discounts are applied to term plans that are discounted to begin with. Sometimes contract tariffs provide for discounts on a

customer's total spend for Special Access services and are sometimes referred to as a price flex overlay plan. A potential price flexibility contract overlay could reduce the RCP or term discount rate even further.

6. When Qwest received unbundling relief in the *Omaha Forbearance Order*, Qwest considered running a promotion in the affected wire centers to ease CLECs' transition to Special Access, but declined to do so, because a similar promotion related to Qwest's implementation of the *Triennial Review Remand Order* ("TRRO") had generated few sales. Qwest concluded that there was no market-based reason to offer a promotion in a more limited number of central offices, when the larger TRRO-related promotion did not generate much response.

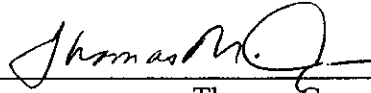
7. The TRRO-related promotion was designed to provide CLECs some price relief for high capacity facilities in non-impaired wire centers under the TRRO. The promotion included two of the nine wire centers in Omaha where Qwest received forbearance from unbundling. McLeod did not take advantage of that offer for DS3 transport on one route.

8. If McLeod entered into an RCP it could garner savings over month-to-month rates. The month-to-month rate for a DS1 channel termination in Omaha is \$165. The rate for the same facility with a three-year term agreement is \$130. The RCP rate is even lower still, at \$128.70.

9. Similarly, the month-to-month rate for a DS3 channel termination in Omaha is \$2,200. The rate for the same facility with a three-year term agreement is \$1,700. The RCP rate is \$1,716.

I declare that the forgoing is true and correct to the best of my information and belief.

Executed on August 28, 2007.

A handwritten signature in cursive script, appearing to read "Thomas Cogan", is written over a horizontal line.

Thomas Cogan

**Before the
Federal Communications Commission
Washington, DC 20554**

| | | |
|---|---|----------------------|
| In the Matter of |) | |
| |) | |
| Petition of Qwest Corporation for Forbearance |) | WC Docket No. 04-223 |
| Pursuant to 47 U.S.C. § 160(c) in the |) | |
| Omaha Metropolitan Statistical Area |) | |
| |) | |

DECLARATION OF MIKE LOGAN

1. My name is Mike Logan. I am employed by Qwest Corporation¹ ("Qwest") as Wholesale Account Executive Voice, Wholesale Markets. My business address is 1204 Lady Amber Ln, 350, Granbury TX 76049-8078. I have been employed by Qwest for over 23 years. My current responsibilities include selling wholesale Special Access services to McLeod.

2. The purpose of this declaration is to describe the negotiations for Special Access pricing between Qwest and McLeod in the period from the end of 2005 to the present conducted after Qwest received the grant of forbearance in the *Omaha Forbearance Order*.

3. Qwest and McLeod began negotiating a new RCP beginning in late 2005, as McLeod's RCP was about to expire. This negotiation, which began just before the Commission released the *Omaha Forbearance Order*, was hampered by the fact that

¹ Qwest Services Corporation is a subsidiary of Qwest Communications International Inc. that performs support functions, such as business management, for other Qwest entities.

McLeod had developed a UNE-based business plan, not just in Omaha, but throughout Qwest's region. McLeod was beginning a multi-month project to convert thousands of special access circuits to UNEs, and therefore did not renew its RCP.

4. After the Commission released the *Omaha Forbearance Order*, McLeod injected the issue of Omaha pricing into its negotiation of another RCP, asking for Omaha-specific pricing concessions on Special Access such that Qwest would continue to provide UNE, or near-UNE, rates for special access circuits in the *Omaha Forbearance Order* Wire Centers.

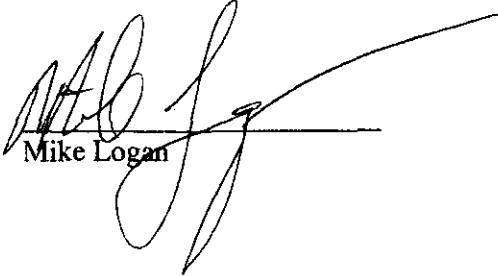
5. Qwest did not agree to an Omaha-specific negotiation for UNE or near-UNE rates not already reflected in Qwest's tariffs, but instead offered an RCP with the possibility of additional pricing flexibility discounts in Omaha. A potential price flexibility contract overlay could reduce the RCP rate even further, depending upon McLeod's remaining volume of private line circuits. McLeod declined that offer.

6. Even if it did not purchase an RCP, McLeod could also purchase a term plan in order to get Special Access rates lower than month-to-month rates.

7. I met at least twice in person with Don Eben, and his management in McLeod's network planning organization, Sean Flippo and Todd Lechtenberg, during the period April to October 2006. In addition, my management and I frequently corresponded via email with our counterparts at McLeod during the period April to October 2006.

I certify that the forgoing is true and correct.

Executed on August 28, 2007.



Mike Logan

**Before the
Federal Communications Commission
Washington, DC 20554**

| | | |
|---|---|----------------------|
| In the Matter of |) | |
| |) | |
| Petition of Qwest Corporation for Forbearance |) | WC Docket No. 04-223 |
| Pursuant to 47 U.S.C. Section 160(c) in the |) | |
| Omaha Metropolitan Statistical Area |) | |

DECLARATION OF CINDY BUCKMASTER

1. My name is Cindy Buckmaster. I am employed by Qwest Services Corporation¹ ("QSC") as Manager, Product Management. My business address is 1314 Douglas St, 3rd Floor, Omaha, Nebraska 68102. I have been employed by Qwest and its predecessor companies, (Northwestern Bell and U S WEST for over 31 years. My current responsibilities include managing unbundled network element products for Qwest Corporation ("Qwest").
2. Qwest received forbearance from section 251 unbundling of loops and in nine Omaha wire centers: Omaha Douglas, Omaha Izard St., Omaha 90th St., Omaha Fort St., Omaha Fowler St., Omaha O St., Omaha 78th St., Omaha 135th St. and Omaha 156 St. (the "OFO Wire Centers").
3. McLeod purchases about [BEGIN CONFIDENTIAL] 3000 UNE [END CONFIDENTIAL] DS0 loops in the OFO wire centers.

¹ Qwest Services Corporation is a subsidiary of Qwest Communications International Inc. that performs support functions, such as business management, for other Qwest entities.

3. McLeod purchases [BEGIN CONFIDENTIAL] almost 80 [END
CONFIDENTIAL] UNE DS1 circuits and [BEGIN CONFIDENTIAL] 0 [END
CONFIDENTIAL] UNE DS3 circuits in the OFO Wire Centers.

I declare that the forgoing is true and correct to the best of my information and belief.

Executed on August 28, 2007.

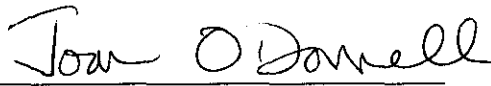

Cindy Buckmaster

CERTIFICATE OF SERVICE

I, Joan O'Donnell, do hereby certify that I have caused the foregoing **OPPOSITION OF QWEST CORPORATION** to be: 1) filed with the Office of the Secretary of the FCC in WC Docket No. 04-223; 2) served via courier on Ms. Janice M. Myles, Wireline Competition Bureau, Competition Policy Division at 236 Massachusetts Avenue, N.E., Washington, DC 20002; and 3) served via courier on the FCC's duplicating contractor, Best Copy and Printing Inc. at 236 Massachusetts Avenue, N.E., Washington, DC 20002.

Janice M. Myles
(redacted and non-redacted versions)

Best Copy and Printing, Inc.
(redacted version only)



Joan O'Donnell

August 29, 2007